### August 5, 1998

#### VIA HAND DELIVERY

Mary L. Cottrell Secretary Department of Public Utilities 100 Cambridge Street, 12th Floor Boston, MA 02202

Re: A-R Cable Services, Inc., A-R Cable Partners, Cablevision of Framingham, Inc., Charter Communications, Greater Worcester Cablevision, Inc., MediaOne of Massachusetts, Inc., MediaOne of Pioneer Valley, Inc., MediaOne of Southern New England, Inc., MediaOne of Western New England, Inc., MediaOne Enterprises, Inc., MediaOne of New England, Inc., Pegasus Communications and Time Warner Cable v. Massachusetts Electric Company - D.T.E. 98-52

### Dear Secretary Cottrell:

Enclosed please find for filing Massachusetts Electric Company's Responses to Complainants' (1) Information Requests 2-1 through 2-22 and (2) Supplemental Information Requests CABLE-2, -5, -15, -16, -23 and -25 as well as (3) the Department's Information Requests 2-1 through 2-5. This completes Mass. Electric's Responses to all outstanding Information Requests. A certificate of service is also enclosed.

The requisite number of hard copies and a diskette of the complete text (though not including all attachments) are enclosed.

Please acknowledge your receipt of the enclosed filing by time and date-stamping the enclosed duplicate copy of this transmittal letter, to be returned to me in the enclosed self-addressed, stamped envelope.

Thank you very much for your assistance.

Yours very truly,

#### **Enclosures**

cc: Jeanne L. Voveris, Hearing Officer (3 copies)
Sean Hanley, Rates Division (1 copy)
Mauricio Diaz, Rates Division (1 copy)
Jeffrey Hall, Rates Division (1 copy)
Service List (via FEDEX)

### Request:

Please describe in detail the circumstances surrounding any negotiations leading to and the actual execution of the pole attachment agreement dated April 13, 1998, between Massachusetts Electric Company and Greater Worcester Cablevision, Inc., ("Greater Worcester").

#### Response:

7/25/96: Mr. G. Paul Anundson sent Ms. Barbara Burns, Vice President and

General Counsel, at Greater Media (aka Greater Worcester), proposed agreements covering parts of Greater Media territories. These agreements were intended to replace expired agreements between Massachusetts Electric and Greater Worcester Cablevision, Inc. and Greater Western New England Cablevision, Inc. Massachusetts Electric records do not contain

any response from Greater Media.

9/9/97: Following telephone request from Mr. Jack Murphy at Greater

Media for a new agreement, Mr. Anundson sent a proposed agreement to Mr. Murphy to replace all agreements between

Massachusetts Electric and Greater Media.

9/23/97: Ms. Burns sent a letter to Mr. Anundson proposing changes to the

agreement.

11/20/97: Mass. Electric's notice of rate change sent to all pole attachers, including

Complainants.

12/3/97: Greater Media letter objecting to new proposed rates and designating

NECTA as its representative is "this matter".

1/8/98: Mr. Anundson sent a letter Barbara Burns with Massachusetts

Electric's response to the changes to the agreement proposed by

Greater Media.

1/22/98: In a telephone conversation between Mr. Anundson and Ms. Burns,

Greater Media requested two modifications to the Massachusetts Electric Response. These requested additional changes were reductions of the required bond and adding a date certain limit for back billing of unauthorized attachments. Both of these changes were accepted by

Massachusetts Electric.

Second Set of Information Requests of Mass. Electric - DTE-MECO2-1 (Continued)

3/5/98: In a telephone conversation between Mr. Anundson and Ms. Burns,

Massachusetts Electric confirmed its acceptance of both changes

requested by Greater Media.

3/11/98: Mr. Anundson sent a revised agreement to Ms. Burns including the rates

proposed by letter dated 11/20/97.

3/30/98: Ms. Burns returned the agreement to Mr. Anundson executed by Greater

Media. In this letter, Ms. Burns raised a new claim that Greater Media is signing only because Massachusetts Electric is withholding access to poles. Ms. Burns claim that Greater Media still finds the termination and bond

provisions unacceptable. The letter makes no reference to rates.

4/14/98: Mr. Anundson returned one copy of the fully executed agreement to Ms.

Burns.

### Request:

Please describe in detail the circumstances surrounding any negotiations leading to and the actual execution of the pole attachment agreement dated March 18, 1998, between Massachusetts Electric Company and Media One of Massachusetts, Inc., MediaOne of Pioneer Vally, Inc., MediaOne of Southern New England, Inc., MediaOne of Western New England, MediaOne Enterprises, Inc. and MediaOne of New England, Inc. (collectively "Media One").

### Response:

Prior to 1997: Following the 1994 settlement agreement on rates, Mass. Electric began negotiations with New England Cable Television Association (NECTA) on a standard form agreement for NECTA members. By 1996, these negotiations had terminated. NECTA seemed to be unable to fit negotiations into its schedule or find a consensus among its members. In spring of 1997, Bob Thomas, the Utilities Liaison at MediaOne, proposed a separate agreement with Continental (now MediaOne). This was an informal conversation between Mr. Bob Thomas and Mr. G. Paul Anundson, Overhead Line Coordinator for Massachusetts Electric, following a Dig-Safe board meeting.

5/21/97: Meeting between Mr. Thomas and Mr. Anundson to discuss terms of current form agreement. Issues discussed and agreed on included:

Agreed to amend identification tag requirement to not require that all existing cables be tagged immediately. Agreed to require tags on all new cable installations and to require installation of tags on existing cables when they are worked on.

Agreed on language to require approval of overlashing only when the resulting cable bundle exceeds specified size and tension limits.

Agreed to combine all MediaOne and NEES affiliates in one agreement to provide administrative simplicity and uniformity of terms.

Agreed to modify payment terms for field surveys to allow field surveys to start prior to payments, but require payment before delivery of field survey results.

6/25/97: Mr. Anundson sent a draft agreement incorporating the terms described above to Mr. Thomas at MediaOne.

10/8/97: In a telephone conversation between Mr. Anundson & Ms. Kim Hayden, Legal Assistant at MediaOne, the parties agreed on an accurate listing of MediaOne affiliates, the municipalities to be covered in agreement and notice addresses for agreement.

11/20/97: Mass. Electric's notice of rate change sent to all pole attachers, including Complainants.

12/10/97: MediaOne letter objecting to new proposed rates and designating NECTA as its representative is "this matter".

2/3/98: Mr. Anundson sent proposed agreement incorporating the foregoing provisions to Ms. Hayden at MediaOne.

2/18/98: Mr. Anundson sent revised attachments to agreement to Ms. Hayden. The revisions added newly acquired MediaOne territories to the agreement. This revision was sent following a voice mail request by Ms. Hayden.

2/20/98: The agreement was signed on behalf of MediaOne by Mr. Kevin M. Casey, Vice President, Engineering.

3/13/98: Ms. Hayden sent agreement, executed by MediaOne, to Mr. Anundson.

3/18/98: The agreement was signed on behalf of the NEES affiliates by Mr. Larry Reilly, President.

3/20/98: Mr. Anundson sent one copy of the fully executed agreement to Ms. Hayden, Legal Assistant at MediaOne.

## Request:

Has MECo at any time refused or delayed to process new cable attachments for Greater Worcester? If your answer is in the affirmative, please describe the facts surrounding any such refusal or delay.

## Response:

No.

### Request:

Are the terms of MECo's agreements with pole attachers negotiable?

## Response:

Mass. Electric strives to use uniform terms and conditions in its pole attachment agreements as a means of providing non-discriminatory open access to all attachers. However, Mass. Electric is willing to consider a customer's special circumstances and requests for contract term modifications. So long as such concessions by Mass. Electric do not seem likely to result in unduly discriminatory or preferential treatment of one customer over others, Mass. Electric tries to accommodate such requests.

### Request:

Does MECo currently charge uniform rates for all pole attachers?

## Response:

Cable television companies that have not executed aerial license agreements incorporating the new rates continue to pay the old settled rates until final disposition of the instant docket. See Attachment 1 for the Mass. Electric-New England Cable Television (NECTA) agreement in this regard. Although Attachment 1 contains a specific agreement that parties who "have signed agreements at the proposed new rates" shall be billed at the new rates, MediaOne has refused to pay at such rates despite the Mass. Electric-NECTA agreement and MediaOne's execution of a new Aerial License Agreement expressly containing the new rates. See Attachment 2. To date, Greater Media has not paid its 1998 invoice at any level whatsoever. No attaching parties other than the cable television operators represented in this proceeding have objected to Mass. Electric's new rates.

### Supplemental First Set of Information Requests of Complainants - CABLE-2

#### Request:

Please state whether MECo now has a breakdown by account 364 subaccount for the \$30,951,421,00 line entry ("completed construction not yet classified") on Attachment 3, page 1 of 1, and provide that breakdown if it now exists.

## Response:

As explained in Cable-2, the Completed Construction not Classified Account (Account 106) is an accumulation or clearing account for projects which have been placed in service, but not yet segregated into specific individual units of plant or "unitized". Accordingly, by its definition, Mass. Electric does not have a breakdown of the amount of Completed Construction not Classified by specific individual units of plant. When projects are placed into service, they are entered into Account 106 only at the highest level plant unit code as designated by the FERC (e.g. Account 364 - Poles, Towers and Fixtures; Account 365 - Overhead Conductors and Devices). However, as each project is "unitized", the dollar amount of each type of property is deducted from Account 106 and added to the specific individual sub-accounts (each sub-account denotes a specific unit of property such as 35 foot poles, 40 foot poles, etc.). In turn, new amounts are added to Account 106 as projects are placed into service, but are awaiting unitization.

Response prepared by or under the supervision of: D.M. Webster

### Supplemental First Set of Information Requests of Complainants - CABLE-5

## Request:

MECo has responded with information as to types of pole attachment payments other than annual pole attachment fees. Please describe how MECo accounts for those other payments by pole attachment licensees.

### Response:

As explained in Mass. Electric's previous response to Cable-5, other than annual pole attachment fees, there are two types of payments made to Mass. Electric. The first type of payment made to Mass. Electric is for "make-ready" work. As stated in the aerial license agreements, Mass. Electric has the right to charge an attaching entity for the projected costs associated with the work necessary to make a pole ready for cable attachments. Make-ready work generally occurs when an existing pole is unable to accommodate the attaching entity's new attachments without violating minimum strength requirements or space requirements, such as minimum attachment height or safety space. Make-ready work, such as installing a new taller pole, allows for the additional attachments. These charges vary depending on the scope of a project. The capital portion of these costs includes removing the existing pole and installing the new taller pole. The costs associated with reallocating equipment from the old pole to the new pole are charged to operations and maintenance.

The make-ready work payments received by Mass. Electric are credited to the Company's capital accounts to the extent the work performed is related to the removal or installation of the pole or related plant. To the extent the make-ready payment is credited to capital, Mass. Electric's plant investment is reduced by the amount of the payment. Other make-ready payments are made to reimburse Mass. Electric for the its costs of performing certain operation and maintenance type work such as relocating equipment from old poles to the new poles. These payments are credited directly against the operations and maintenance costs incurred for this work by the company.

The second type of payment other than annual pole attachments, as permitted under Mass. Electric's aerial license agreements, is for costs associated with "field surveys". As explained in the response to Cable-5, field surveys cover the costs of field inspections, engineering, and preparation of cost estimates of work required to accommodate the licensee. Contrary to the original response to Cable-5, Mass. Electric has previously billed for field surveys. These payments are credited directly against the operations and maintenance costs incurred for this work.

# Supplemental First Set of Information Requests of Complainants - CABLE-5 (Continued)

Lastly, Mass. Electric also has the right under the aerial license agreements to charge the attaching entity for compliance inspection costs. In a compliance inspection the company would review the licensee's compliance with the aerial license agreement. Mass. Electric has not charged any attaching entity for these type of costs. However, if Mass. Electric does charge an attaching entity for compliance inspections, these payments will be credited against the operations and maintenance costs incurred for this work.

Response prepared by or under the supervision of: D.M. Webster and G.P. Anundson

## <u>Supplemental First Set of Information Requests of Complainants - CABLE-15</u>

### Request:

Does MECo agree that the DTE treated 40" of space above minimum grade clearance as usable in *A-R Cable Services, Inc.*, D.P.U./D.T.E. 97-82 (1998)? Does MECo agree that the FCC treats 40" of space above minimum grade clearance as usable and 5" of pole top as usable?

### Response:

The Department did not specifically address the 40" worker safety space or the 5" pole top in its Order in DPU/DTE 97-82. It does not appear that either of these issues was presented directly to the Department by either Boston Edison or the Complainants in that docket. The FCC has the issue under review, as explained in Mr. Anundson's testimony at p. 17.

Response prepared by or under the supervision of: Legal Department

## <u>Supplemental First Set of Information Requests of Complainants - CABLE-16</u>

#### Request:

Please provide the tariffs governing compensation for streetlights and the annual revenues received for streetlights and/or attachments.

## Response:

Mass. Electric's current streetlight tariffs were attached to its original response to Cable-16. Streetlighting revenue for the year 1997 amounted to approximately \$19 million. In addition, Mass. Electric has several streetlight related filings pending before the Department.

- Attachment 1: Filing regarding the proposed rate changes to the streetlight tariffs upon New England Power Company completing the divestiture of its power plants.
- Attachment 2: Filing regarding the Sale of Streetlights to the City of Haverhill. Pursuant to the Massachusetts Electric Industry Restructuring Legislation, municipalities have the right to purchase from Mass. Electric streetlighting equipment used within the municipality.
- Attachment 3: Filing regarding a proposed alternative streetlight tariff for those communities which purchase the streetlighting equipment from Mass. Electric. Because of their voluminous nature, only one copy of the attachment 1-3 is being provided to the requestor and the Department.

Response prepared by or under the supervision of: D.M. Webster

## <u>Supplemental First Set of Information Requests of Complainants - CABLE-23</u>

### Request:

Please refer to the affidavit of Mr. Anundson, pages 3-4, paragraph 11. Please provide all information pertaining to: (e) the cost and expense of equipment used by electric distribution companies for pole work; and (f) the cost and expense of equipment used by communications companies for pole work.

## Response:

Mr. Anundson is referring to the different costs for communications workers in the event that the communications space is maintained on the pole by assuring the separation between the electrical supply space and the communications space and the costs of qualified electrical workers if this space is not maintained. The higher costs associated with qualified electrical workers stem from the need to use insulated bucket trucks and highly trained electrical workers. See Anundson testimony at p. 7. Mass. Electric's costs of a bucket truck and electrically trained crew average about \$100 per hour. Mass. Electric requested cost data for communication workers in MECo 13 but the Complainants declined to provide the requested information.

#### Supplemental First Set of Information Requests of Complainants - CABLE-25

### Request:

Please refer to the affidavit of Mr. Webster, page 5, paragraph 3.c. Who is the owner of leased poles? How does MECo account for lease payments?

### Response:

In my affidavit, I stated that the "other" poles in the summary report of the pole inventory database represented "either empty pole locations, held open on the database as former sites, or poles not owned Mass. Electric but rather leased by Mass. Electric from private owner."

As I explained in the response to Cable-6, however, Mass. Electric does not have any leased poles included in its rate calculation. Therefore, for purposes of this proceeding, Mass. Electric has not searched its records to determine individual owners of poles that do not figure into this proceeding. Moveover, Mass. Electric has no record of any currently effective pole leases under which it makes payments, therefore Mass. Electric has no information to provide on accounting for lease payments.

#### Request:

Is any of the top 5" of a pole used to retain the bolt affixing the attachment or to stabilize a pole top pin or extender.

### Response:

The 5-inch dimension is from the top of a flat-roofed pole or the low side of an angle-roofed pole down to the center of the bolt hole. The bolt is a 5/8-inch diameter bolt with a 2-1/4-inch washer. Therefore a small portion of the wood above the bolt hole is used to keep the bolt from pulling through the wood under tension. However, 5 inches below the top of the pole is the highest "attachment point." Poletop brackets are only restrained by the bolts against longitudinal loads; none of the wood is useful for that purpose.

## Request:

Is sag due to line losses expected to be greater for conductors carrying electric supply currents rather than communications currents?

## Response:

Sag is a function of tension, weight, and temperature. Many communication cables sag much more than power conductors at maximum sag with ice loading.

# Request:

If a cable television company seeks to make an attachment to an existing joint use pole, but there is insufficient pole space or clearances to do so, who pays for facilities rearrangements or replacement of the pole?

### Response:

Please see Mass. Electric's response to Supplemental Cable-5.

## Request:

If in cable makeready a cable operator replaces an existing 30 foot joint use pole (electric and telephone) with a 35 foot pole, would you expect the new pole to have additional usable space? Would it be a fair estimate that the new pole has 5 feet of additional usable space? If not, please provide your fair estimate.

### Response:

Setting depths typically increase 6 inches for each additional 5 feet of pole height. The fact that a taller pole may increase the space at the top of the pole by 4.5 feet (assuming the lower attachments are held constant) does not make all of the extra space useful. Poles come in 5-ft. length increments as a standardization measure to help keep inventory costs controllable. As a result, to gain an extra inch, an additional 5 feet must be added.

## Request:

Please identify all proceedings in which you have testified as an expert in pole attachment ratemaking or in cost allocations pertaining to poles.

### Response:

The majority of my testimony on pole attachment issues has been presented in courts of law rather than before regulatory agencies. I was on the staff of the North Carolina Utilities Commission in the 1970s and testified in numerous rate proceedings there. I am also a witness in FCC docket Nos. P.A. 98-5 and 98-6, which concern pole attachment rates for Granite State Electric Company the Narragansett Electric Company.

## Request:

Please refer to ALC-1. Please provide a description of any other review conducted by Mr. Clapp in connection with his testimony.

## Response:

Since prefiling testimony, I have had the opportunity to drive through portions of the Massachusetts Electric service territory and inspect typical Company installations.

### Request:

Please explain how electric utilities and telephone companies may use 30 foot poles as standard poles in rural areas. Please explain which clearances are provided in the NESC for lines which run parallel to rural roads.

### Response:

The sags of the small cables and electric utility wires often used in rural areas do not require more than a 30-ft. pole, unless multiple communication cables are to be attached. Normal clearances can be maintained with these poles. Mr. Clapp did not refer to category 9 or 10 of NESC Table 232-1, since such spaces are rarely encountered in modern practice.

## Request:

Please explain whether it is standard practice for cable operators in the MECo service area to have more than one strand on poles and the frequency of such practice.

## Response:

Mr. Clapp's limited inspection indicated a preponderance of multiple communication cables attached to Mass. Electric poles, either on separate messengers or the same messenger.

### Request:

Please explain whether there is any risk to electrical line workers if they come in contact with wires or conductors of differing voltages. Could this risk arise between electrical lines and communications strand or communications conductors?

### Response:

Communication messengers are required to be grounded and bonded together to protect all workers from differences in potential voltages. Electrical workers must cover communications messengers with insulating sleeves or blankets when they work on primary-voltage facilities located near them if they work within reach of primary voltage facilities.

There is a risk to any worker who comes into contact with two or more wires of different voltages at the same time. This is why electrical workers are specially trained and use insulated bucket trucks and personal protective equipment, including protective gloves, blankets and sleeves. These precautions protect the electrical workers from unintentionally becoming the bridge connecting wires of different voltages. For example, when working on an electric wire, the electrical worker will be isolated from the energized electric wire being worked on by wearing protective gloves, from other nearby energized electric wires by the use of protective sleeves and blankets and from grounded wires, such as electric or communications neutrals, by the insulated bucket. Communication workers must also take appropriate precautions when installing or removing messengers until they are properly bonded. The worker safety space between the power and communication supply areas typically is not an issue for those who work in insulated buckets. Because the nearest grounded part is either the vertical ground wire on the pole or the electric neutral, the worker safety space provides no benefit to the electrical worker.

#### Request:

Please clarify what are the "many" large communications cables that you are speaking of as being much larger than electrical lines. Are you referring to strand mounted coaxial cable or fiber? Are you referring to lead jacketed telephone cables? What exact electrical lines are you comparing to these communications cables?

## Response:

On many of the installations I reviewed in my recent visit, all cables were larger than any electrical wires on the poles. On some poles, all communication cables were larger than the primary voltage electrical conductors, but the secondary power cable was similar in size to the small or medium sized communication cables (which included some, but not all, of the fiber and coax cables), but smaller than the larger communication cables. I do not recall reviewing any lead-sheathed telephone cables, but rather plastic-sheathed cables.

## Request:

Please refer to Exhibit ALC-2. With regard to Massachusetts, please provide the basis for the double asterisk statement: "No Commission rule because all regulated utilities automatically use the latest code."

### Response:

That statement is the easiest way to refer to the states not directly adopting the code, given the variety of uses made by the different commissions. Specifically, the response given over time to our surveys indicate that Massachusetts has used portions of the NESC to develop its rules relating to underground installations and to transmission installation. According to the response of regulatory staff member Brian Abbanat, "The NESC is used as an indication of prudent safety practice in matters involving safety issues."

### Request:

Does Mr. Clapp agree that (1) pole top pins and extenders enable electric lines to be attached above the top of a pole and (2) that the FCC formula includes the top 5" of a pole as usable space?

### Response:

(1) Nothing is attached on the uppermost 5 inches below the top of the pole; that is the highest attachment point that is practical without promoting pole failure due to splitout of the top bolt. (2) Mr. Clapp has not reviewed the FCC's treatment of the top 5 inches of the pole.

### Request:

Please identify which of the following facilities MECo allows to be attached in the neutral zone: Streetlight brackets, floodlights, traffic signal and fire alarm.

### Response:

Mass. Electric allows the installation of luminaire brackets (for both street lights and flood lights) and traffic signals in the worker safety space. However, these installations do not affect the minimum clearances between electric wires and communications cables. These installations must comply with the applicable requirements of the NESC. Under the NESC, fire alarm wires may not be installed in the worker safety space and such installations are not allowed by Massachusetts Electric.

## Request:

Do MECo contracts provide that cable operators shall attach in the communications space above telephone and below power?

### Response:

No. The aerial license agreements provide that the Licensor shall designate the attachment location. Generally, this is by mutual agreement between the pole owner(s) and the attaching party on a pole by pole basis. To minimize relocations of existing wires on poles, cable operators frequently attach immediately above existing communications wires.

### Request:

Has MECo ever offered the Complainants the option of building in the power space?

## Response:

Although Mass. Electric has not actively solicited the Complainants to make attachments in the electric supply space, existing agreements allow attachments in the electric supply space.

Attachments in the electric supply space have been specifically discussed with MediaOne on a line of solely owned poles crossing the causeway to Plum Island in Newbury, Massachusetts. However, MediaOne chose another alternative for its planned upgrades.

Recently Mass. Electric adopted a policy covering the installation of all-dielectric fiber optic cables in the electric supply space. This policy is publicly available from the Resource Library page in the Massachusetts Electric web site (www.masselectric.com). See attached.

Response prepared by or under the supervision of: G.P. Anundson

Second Set of Information Requests of Complainants - CABLE 2-16

## Request:

Please explain how MECo's average pole height is less than 37.5 feet if its standard pole height is now 40 feet.

## Response:

Mass. Electric's "average pole length" is the average length of poles presently in service. While most of the distribution poles Mass. Electric installs today are 40 feet long, most of the poles presently in service are 35 feet long. The standard pole length was changed to 40 feet in 1993. Poles typically remain in service for over 30 years. Most of Mass. Electric's existing pole plant was installed prior to the change of our standard pole length from 35 feet to 40 feet.

## Request:

Under MECo's contract with Bell Atlantic, is it correct that MECo must pay to set a pole of sufficient height to accommodate a standard Bell Atlantic line attachment? Please provide a copy of the Intercompany Operating Procedures between MECo and Bell Atlantic (NET).

### Response:

Where Massachusetts and Bell Atlantic agree to share a pole, they share the costs of installation. Installation costs are shared through a one time payment to the party setting the pole when the pole is installed. Of course, when new poles are installed with plans for shared ownership, these poles are installed with adequate space and strength for the anticipated needs of each owner. On the other hand, if either Massachusetts Electric or Bell Atlantic elects not to purchase an ownership interest in an individual pole, the other party is not required to allow space or strength to accommodate the party that is not purchasing an ownership interest in the pole.

The Intercompany Operating Procedures are attached.

## Request:

Under MECo's contract with Bell Atlantic, is it correct that Bell Atlantic may attach its lines to a solely owned MECo pole in advance of the ownership purchase referred to in your testimony?

### Response:

No. Bell Atlantic may not attach to a pole owned solely by Mass. Electric until Bell Atlantic has purchased an ownership interest in the pole.

### Request:

Under MECo's contract with cable operators, is it correct that cable must pay to set a pole of sufficient height to accommodate a standard cable line attachment if space is not sufficient on the pole?

### Response:

Cable operators pay the costs of work required to make a pole ready to accommodate their attachments. Such work may be required because the pole lacks sufficient space or strength to accommodate the proposed attachment. The evaluation of the pole is based on the actual proposed attachment, whether this is a standard cable attachment or something different. In some cases, the required make ready work includes the replacement of a pole. As I discussed in my prefiled testimony at pages 10-11, cable operators pay "make ready costs" so that electric utility customers do not have to pay the immediate costs of accommodating the expansion of a cable operator's system.

### Request:

Please explain what it means for a pole to be "associated with transmission" or "associated with streetlights." Do such poles carry electric distribution lines? Telephone lines? are they available for cable attachments? MECo-owned communications lines? How do MECo's records distinguish between poles was not recognized when MECo previously provided its pole count and CPR records to the Complainants.

### Response:

Mass. Electric classifies transmission poles as those poles which support transmission lines and are used solely for the transmission of electricity. Transmission lines and poles are used to connect large distribution load areas. Generally, transmission lines are high voltage lines, 69 kilovolts (kV) or above, which are not used for the retail distribution of electricity. Therefore, Mass. Electric's investment for these poles is included in Mass. Electric's transmission plant investment. Mass. Electric's transmission poles do not contain any attachments other than transmission facilities.

Each pole on Mass. Electric's pole inventory database has an indicator code which identifies it as either transmission, distribution, street lighting or substation related. Therefore when determining the pole count to use in the pole attachment rate calculation, Mass. Electric excluded all of those poles with a transmission indicator code.

Mass. Electric classifies street lighting poles as those poles which are used solely for the purposes of street lighting. These poles are generally installed on private customer property and are not used for the retail distribution of electricity. Street lighting poles only contain the streetlight lamp and any secondary service required to power the streetlight or series of streetlights as the case may be. Street lighting only poles are generally aluminum poles. Aluminum poles do not contain any other attachments other than the streetlight fixture and related electric service. Since these poles contain only street lighting related equipment, Mass. Electric's investment for these poles is included with other street lighting plant.

As mentioned above, each pole on Mass. Electric's pole inventory database has an indicator code which identifies as either transmission, distribution, street lighting or substation related. Therefore when determining the pole count to use in the pole attachment rate calculation, Mass. Electric excluded all of those poles with a street lighting indicator code.

### Second Set of Information Requests of Complainants - CABLE 2-20 (Continued)

The original calculation submitted by Mass. Electric used poles counts which included all wooden poles, regardless of which function (e.g. transmission, distribution, etc.) the pole served. Upon responding to data request Cable-6, it was discovered that the database query, while excluding all poles other than wood, was not excluding those poles used for transmission, streetlighting and substations. As described in the pre-filed testimony of D. M. Webster, pages 2 and 3, it was necessary to adjust the pole counts to include only wood distribution poles since only the investment in wood distribution poles is used in the calculation.

Response prepared under the supervision of D. M. Webster and G. P. Anundson

Request:
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Please explain how MECo identifies metal poles in its pole count records.

## Response:

On Mass. Electric's pole inventory database, each individual pole has a numeric code assigned to it identifying the pole as either pine, cedar, chestnut, steel, aluminum or other.

Response prepared by or under the supervision of: D.M. Webster

## Request:

Please state whether MECo derived the pole counts used in its rate calculation from a sample as opposed to from a pole by pole count. If a sample was used, please provide a detailed description of the sampling process, the number and location of poles included in the sample, the date of the sampling and any statistical information on the reliability of the sampling.

### Response:

As explained in the pre-filed testimony of D. M. Webster, pages 10 through 12, Mass. Electric used actual pole counts from its pole inventory database in its pole attachment rate calculation, therefore sampling was not needed.

Response prepared by or under the supervision of: D.M. Webster

## Certificate of Service

I hereby certify that I have this day served the foregoing document upon the following person(s):

George B. Dean, Esq.
Chief, Regulated Industries Division
Office of the Attorney General
200 Portland Street
Boston, MA 02114

William D. Durand
Executive Vice President, Chief Counsel
New England Cable Television Association, Inc.
100 Grandview Road
Braintree, MA 02184

Alan D. Mandl Ottenberg, Dunkless, Mandl & Mandl LLP 260 Franklin Street Boston, MA 02110

> Jeffrey N. Stevens, Esq. Boston Edison Company 800 Boylston Street Boston, Massachusetts 02199

Dated at Westborough, Massachusetts August 5, 1998.

Paige Graening
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